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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

DOUGLAS HUNSMERGER, T/A  
SEAVIEW COLOR

Hon. \_\_\_\_\_

**Plaintiff(s)**

v.

Civil No. \_\_\_\_\_

BOARDWALK BUCKS, THE ORIGINAL  
FUDGE KITCHEN, JOSEPH BOGLE,  
STARLIGHT FLEET, JAMES  
CICCHITTI, JOHN DOE(S) 1-10  
and ABC COMPANIES(S)

**CIVIL ACTION**

**VERIFIED COMPLAINT**

**Defendant(s)**

**PARTIES**

1. Plaintiff, Douglas Hunsberger is a professional  
photographer and traded as Seaview Color as a sole proprietor  
from approximately 1980 through 2003 with his principal place of  
business located in Wildwood Crest, New Jersey. Plaintiff  
currently maintains a mailing address of P.O. Box 1005, Wildwood,  
New Jersey 08260.

2. Defendant, Boardwalk Bucks, upon information and  
belief, is a New Jersey business with its principal place of  
business located 2304 Boardwalk in North Wildwood, New Jersey,  
(hereinafter "Publisher" and/or "Boardwalk Bucks").

3. Defendant, The Original Fudge Kitchen, upon information and belief is a business with its principal place of business located at 513 Washington Street Mall in Cape May, New Jersey. (hereinafter "Fudge Kitchen")

4. Upon information and belief, Defendant Fudge Kitchen owns and operates a candy and fudge shop out of Cape May, New Jersey, whose target customers are residents and seasonal tourists and vacationers of the southern New Jersey shore, and particularly the New Jersey Cape region.

5. Defendant Joseph Bogle, upon information and belief, is the owner of Defendant Fudge Kitchen, and maintains a business address of 513 Washington Street Mall in Cape May, New Jersey (hereinafter "Bogle").

6. Defendant, Starlight Fleet, upon information and belief is a business with its principal place of business located at 6200 Park Blvd. in Wildwood Crest, New Jersey. (hereinafter "Starlight")

7. Upon information and belief, Defendant Starlight owns and operates a boating, sight-seeing and whale-watching business out of Wildwood Crest, New Jersey, whose target customers are residents and seasonal tourists and vacationers of the southern New Jersey shore, and particularly the New Jersey Cape region.

8. Defendant James Cicchitti, upon information and belief, is the owner of Defendant Starlight, and maintains a business address of 6200 Park Blvd. in Wildwood Crest, New Jersey (hereinafter "Cicchitti").

9. Upon information and belief, Defendant Publisher produces and distributes complimentary tourist publications throughout the southern New Jersey Cape region, particularly Cape May County, designed for use by residents and visitors to the resort areas of the Jersey Cape. Specifically, Defendant Publisher solicits advertisements from businesses providing dining, entertainment, attraction and shopping services to the local residents and visitors of the New Jersey Cape region. Defendant Publisher compiles such advertisements into various publications, most notably coupon books, and distributes complimentary copies of such publications via information centers, real estate offices, hotels and motels and other various locations throughout the southern New Jersey.

10. Defendants John Doe(s) 1-10 and ABC Companies 1-10 are other unknown officers, directors, employees, business entities, alternative names and/or agents of Defendants.

**PRELIMINARY STATEMENT**

11. This is a copyright infringement action in which the plaintiff is seeking monetary damages, attorney's fees and other relief based upon violations of the Copyright Act, 17 U.S.C.A. §§ 101 et seq.

12. Plaintiff alleges that he has a valid registered copyright for an advertising brochure entitled "Fudge Kitchen 1996 Brochure (33631) (96019)". Plaintiffs contend that Defendants Boardwalk Bucks, Fudge Kitchen and Bogle infringed on

his copyright by knowingly and willfully altering and publishing without his consent a photograph of a fudge candy being made contained within and claimed as part of said registered advertising brochure.

13. Plaintiff further alleges that he has a valid registered copyright for an advertising brochure entitled "Starlight Fishing 1995 Rack Card (94075) (P95814)". Plaintiffs contend that Defendants Boardwalk Bucks, Starlight and Cicchitti infringed on his copyright by knowingly and willfully altering and publishing without his consent an aerial photograph of a boat contained within and claimed as part of said registered advertising brochure.

**JURISDICTION AND VENUE**

14. This Court has original and exclusive jurisdiction of this action pursuant to 28 U.S.C.A. §§ 1338(a) because the action arises under the Copyright Act, 17 U.S.C.A. §§ 101 et seq.

15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1338(b), in that the events giving rise to the claim occurred in this district.

**OCCURRENCES**

**A. FUDGE KITCHEN**

16. From 1980 through approximately 2001, Plaintiff was actively engaged in assembling and publishing marketing brochures, as well as photography associated therewith, for predominately seasonal businesses servicing the New Jersey Cape region.

17. In 1996, Plaintiff was contracted by the Fudge Kitchen to compile a custom marketing brochure (hereinafter "Fudge Kitchen Brochure") for its candy and fudge business operating out of Cape May, New Jersey. A copy of the Invoice for said custom Brochure is attached hereto as Exhibit "A".

18. In connection with such contract, Plaintiff utilized an photograph of fudge being made which Plaintiff personally took in connection with the Fudge Kitchen Brochure.

19. On or around December 10, 1996, Plaintiff registered said Brochure entitled "Fudge Kitchen 1996 Brochure (33631) (96019)" with the United States Copyright Office (Registration Number VA0000847294), and specifically claimed as part of said registration the photograph taken by Plaintiff of the fudge being made. A copy of the Brochure is attached hereto as Exhibit "B" and a copy of the Copyright Registration Certificate for said Brochure is attached hereto as Exhibit "C".

20. Plaintiff specifically reserved all copyright rights in and to the Brochure and photographs contained within said Brochure.

21. There existed no written or oral contract between Plaintiff and Fudge Kitchen to convey any of Plaintiff's copyright rights in the Brochure.

22. All initial and additional copies of the Brochure were required to be ordered through Plaintiff, and Fudge Kitchen was granted only an implied limited license to distribute the

particular number of copies of the Brochure as were ordered through Plaintiff from time to time.

23. Plaintiff's Fudge Kitchen Brochure contains a copyright notice, advising all readers that the Brochure and photographs contained within such Brochure are protected by the copyright laws.

B. STARLIGHT

24. In 1995, Plaintiff was contracted by Starlight to compile a rack card (hereinafter "Starlight Rack Card") for its boating business operating out of Wildwood Crest, New Jersey. A copy of the Invoice for said custom Rack Card is attached hereto as Exhibit "D".

25. In connection with such contract, Plaintiff utilized an aerial photograph of Defendant's boat which Plaintiff personally took in connection with the creation of the rack card.

26. On or around August 9, 1995, Plaintiff registered said Brochure entitled "Starlight Fishing 1995 Rack Card (94075) (P95814)" with the United States Copyright Office (Registration Number VA0000733638), and specifically claimed as part of said registration the photograph of the boat. A copy of the Rack Card is attached hereto as Exhibit "E" and a copy of the Copyright Registration Certificate for said Brochure is attached hereto as Exhibit "F".

27. Plaintiff specifically reserved all copyright rights in and to the Rack Card and photographs contained within said Rack Card.

28. There existed no written or oral contract between Plaintiff and Starlight to convey any of Plaintiff's copyright rights in the Rack Card.

29. All initial and additional copies of the Rack Card were required to be ordered through Plaintiff, and Starlight was granted only an implied limited license to distribute the particular number of copies of the Rack Card as were ordered through Plaintiff from time to time.

30. Plaintiff's Starlight Rack Card contains a copyright notice, advising all readers that the Rack Card and photographs contained within such Rack Card are protected by the copyright laws.

#### C. VIOLATIONS

31. From approximately 1990 through 2000, Plaintiff had a substantial market share of the marketing brochure publication and associated photography business in the New Jersey Cape region.

33. On or about 2001, Plaintiff started to gravitate away from the marketing brochure publication business and associated photography business due to both personal reasons and changes in the marketplace. As of approximately 2003, Plaintiff was no longer engaged in such business.

34. The marketing brochure publication business and associated photography business in the New Jersey Cape region is a small community.

35. All parties are familiar with each other's respective business models, operating procedures and trade practices.

36. It is custom and practice in the New Jersey Cape region for the publishers of marketing brochures, post cards and other marketing pieces to substantially assist the businesses ordering such materials with the photography, overall design, layout and editing of the same.

37. At least as early as 2009, Defendants Fudge Kitchen and Starlight with the knowledge, involvement and consent of Defendant Publisher, Defendant Bogle, Defendant Cicchitti and any unknown Defendant John Doe and ABC Company, used Plaintiff's copyrighted photographs in a series of similar ads for Defendants' businesses which were published in at least five of Defendant Publisher's publications, including, but not limited to, Publisher's "Boardwalk Bucks" (hereinafter the "Advertisements"). Copies of such Advertisements are attached hereto as Exhibit "G".

38. Upon information and belief, Defendants participated in overall design, layout and editing of the Advertisements including the unlawful use and incorporation of Plaintiff's copyrighted photographs therein.

38. Defendants unlawfully and without authority, incorporated versions of Plaintiff's copyrighted photographs in the Advertisements, and knowingly and willfully published such Advertisements in Defendant Publisher's publications for purposes of achieving a monetary gain for all defendants.

39. Defendants' use of the photographs infringed Plaintiff's copyright in the photographs.

40. Although duly demanded, Defendants have failed to compensate Plaintiff for their unauthorized use of Plaintiff's photographs.

41. Upon information and belief, Defendants may have made other unauthorized uses of Plaintiff's copyrighted photographs and have failed to account to Plaintiff for such usage.

**COUNT I: COPYRIGHT INFRINGEMENT - FUDGE KITCHEN**

42. Plaintiff repleads and realleges each and every allegation of paragraphs "1" through "41" inclusive, as if specifically pleaded herein.

43. Plaintiff is the sole proprietor of all rights, title, and interest in and to the copyright of the Fudge Kitchen Brochure registered with the United States Copyright Office pursuant to 17 U.S.C.A. §§ 411(a).

44. The photograph discussed above contains material wholly original with Plaintiff and is copyrightable subject matter under the laws of the United States.

45. Defendants infringed Plaintiff's copyright, in violation of the Copyright Act, 17 U.S.C.A. §§ 101 et seq., by knowingly and willfully using, altering and publishing the photograph without the consent or authorization of Plaintiff, and in disregard of and with indifference to the rights of Plaintiff.

46. As a result of the aforementioned occurrences, Plaintiff has been monetarily damaged and continues to suffer damage.

**COUNT II: COPYRIGHT INFRINGEMENT - STARLIGHT**

47. Plaintiff repleads and realleges each and every allegation of paragraphs "1" through "46" inclusive, as if specifically pleaded herein.

48. Plaintiff is the sole proprietor of all rights, title, and interest in and to the copyright of the Starlight Rack Card registered with the United States Copyright Office pursuant to 17 U.S.C.A. §§ 411(a).

49. The photograph discussed above contains material wholly original with Plaintiff and is copyrightable subject matter under the laws of the United States.

50. Defendants infringed Plaintiff's copyright, in violation of the Copyright Act, 17 U.S.C.A. §§ 101 et seq., by knowingly and willfully using, altering and publishing the photograph without the consent or authorization of Plaintiff, and in disregard of and with indifference to the rights of Plaintiff.

51. As a result of the aforementioned occurrences, Plaintiff has been monetarily damaged and continues to suffer damage.

**COUNT III: STATUTORY DAMAGES**

52. Plaintiff repleads and realleges each and every allegation of paragraphs "1" through "51" inclusive, as if specifically pleaded herein.

53. As a result of Defendants willful and knowing conduct, Defendants infringed the Plaintiff's copyrighted work.

54. Wherefore, Plaintiff demands that an Order be entered pursuant to 17 U.S.C.A. §§ 504 awarding enhanced statutory damages for each infringement of the Plaintiff's copyrighted work alleged herein.

**COUNT IV: SEIZURE AND IMPOUNDING**

55. Plaintiff repleads and realleges each and every allegation of paragraphs "1" through "54" inclusive, as if specifically pleaded herein.

56. Plaintiff prays for an Order pursuant to 17 U.S.C.A. §§ 503 for the impounding of all materials used in violation of Plaintiff's exclusive copyright owner rights.

WHEREFORE, Plaintiff demands:

- a. Entry of an Order requiring Defendants to destroy all copies of Plaintiff's Photographs contained within any and all advertisements or publications, downloaded onto any computer hard drive or server, or transferred onto or existing on any physical medium or device in the possession, custody or control of either Defendant Advertiser or Defendant Publisher.
- b. That judgment be entered against Defendants in favor of Plaintiff for such damages as Plaintiff has

sustained in consequence of Defendants' infringement of Plaintiff's copyright.

- c. That an Order be entered compelling Defendants to account for all gains, profits and advantages derived by each Defendant by its infringement of Plaintiff's copyright or such damages as to the Court shall appear proper within the provisions of the copyright statutes.
- d. That judgment be entered against Defendants in favor of Plaintiff for such damages, costs, and expenses as Plaintiff has incurred in regard to this lawsuit.
- e. That Plaintiff be awarded the costs of this action pursuant to 17 U.S.C.A. §§ 505.
- f. That Plaintiff be awarded reasonable attorney's fees pursuant to 17 U.S.C.A. §§ 505.
- f. For such other and further relief as the Court deems proper.

**JURY DEMAND**

Plaintiff hereby demands trial by a jury on all triable issues raised in this Complaint, pursuant to Federal Rule of Civil Procedure 38(b).

**DATED:** October 22, 2018

  
\_\_\_\_\_  
Chad M Sherwood, Esquire (CS2506)  
Attorney for Plaintiff

# EXHIBIT A

## ORDER FORM — SUBMIT A SEPARATE ORDER FORM FOR EACH PRODUCT

ALL OF

#540 MIAMI, FLORIDA

**dynacolor**  
graphics, inc.  
1182 N.W. 159th Drive  
P.O. Box 699037  
Miami, Florida 33269-9037  
Phone: (305) 625-5388  
Toll Free 1-(800)-624-8840

**SEA VIEW  
COLOR**  
115 WEST FERN ROAD  
WILDWOOD CREST, NJ 08260  
PHONE (609) 522-6849  
FAX (609) 523-1488

DATE OF ORDER 3/14/96  
SHIPPING DATE (APPROX.)  
P.O. #  
 Ship VIA  TRUCK  
 UPS  UPS NEXT DAY  UPS 2ND DAY  
 OTHER

Cust #

BILL TO FUDGE KITCHEN SHIP TO same  
STREET 513 Washington Street STREET  
CITY Cape May STATE NJ ZIP 08704 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE ( ) FAX ( )

NEW WORK  REPRINT  REPRINT JOB # \_\_\_\_\_ GRP \_\_\_\_\_

QUANTITY	PRODUCT NUMBER	PRODUCT DESCRIPTION	SALE PRICE	DEPOSIT	BALANCE DUE COD
5000	301	9 x 12" Brochures	7127	1000	6127
		Silhouette on front cover	125		
		(Other Silhouettes @ NYC)			

Brochures Only: An Additional Deposit of \$ \_\_\_\_\_ is Due with the Return of Proof.

CUSTOMER MUST SIGN ORDER AND ANY ATTACHMENTS TO ORDER —  
LAYOUTS, COPY, SKETCHES.

THIS ORDER IS SUBJECT TO THE TERMS, CONDITIONS, AND AGREEMENTS  
SET FORTH ON THE REVERSE SIDE OF THIS ORDER FORM:

Michael Lang Sales  
AUTHORIZED CUSTOMER'S SIGNATURE TITLE

Michael Lang  
PRINT NAME — CUSTOMER'S SIGNATURE

Michael Lang  
SALES ORGANIZATION'S SIGNATURE

SUB TOTALS	7252	1000
SALES TAX	435.12	
TOTALS*	7687.12	1000

\* FINAL FIGURE TO BE ADJUSTED FOR OVERAGE OR SHORT-  
AGE NOT TO EXCEED 10%. ALL SHIPMENTS F.O.B. MIAMI,  
FLORIDA.

CHECK IF PROOF REQUESTED:	<input checked="" type="checkbox"/> COLOR	SEND	<input type="checkbox"/> CUSTOMER	<input type="checkbox"/> SALES ORGANIZATION	<input type="checkbox"/> Perforate	<input type="checkbox"/> Bindery Instructions	<input type="checkbox"/> Score	<input type="checkbox"/> Fold to _____ x	<input type="checkbox"/> 3 Hole Drill	<input type="checkbox"/> Other
	<input type="checkbox"/> BLUE PRINT	TO:								

ADDITIONAL INSTRUCTIONS: \_\_\_\_\_

**NOTICE**

1. Send Back Disk  
WITH CORRECTIONS
2. Box Checked if Sample  
(REPRINT) Is Enclosed
3. Send 200 FREE  
Samples To Sea View Color

SHIP 30 brochures to  
Sales - FLAT (Not Folded)  
  
CROP Photos Exactly  
as shown  
  
PUT in Artwork's backgrounds  
Have Michael Lang put a  
shadow

ATTACH ALL REPROS AND SPECIAL LAYOUTS TO ORDER

ORDER FORM DISTRIBUTION: WHITE &amp; YELLOW TO DYNACOLOR; PINK TO CUSTOMER; GOLD TO SALES ORGANIZATION



# EXHIBIT B



Dear Friends,  
For over a quarter of a century  
we have been hand whipping our  
delicious creamy fudge in 16 wonderful  
flavors. When you visit any one of our  
family run stores or call our toll-free  
number, you will receive friendly  
service and all your personal and  
gift giving orders will be shipped  
promptly. When you make our "Fudge  
Kitchen" - your "Fudge Kitchen", we  
promise you "simply the best."

Thanks for your patronage,  
The Boag Family

- Milk and Dark Chocolate Non Pareils • Almond Buttercrunch • Chocolate Covered Pretzels • Cashew Turtles • Peanut Butter Cups • Vanilla and Chocolate Buttercreams • Almond and Cashew Bark • Cordial Cherries • Orange and Raspberry Jellies and Creams • Raisin, Coconut and Peanut Clusters • Chocolate Covered Marshmallows • Mint Souffle • Coconut Macaroons • Salt Water Taffy • Assorted Licorices and Gummi Candies • Chocolates available in Milk and Dark Chocolate • Please call for your other favorites... we'll have them for you.

## ALL YOUR FAVORITE CONFESSIONS

## Goodies Made By The Sea Fresh Every Day

## Our World Famous Signature Series FUDGE

Our rich and creamy fudge is made in copper kettles, whipped by hand the old fashioned way. We use only country fresh cream, pure cane sugar and the very finest natural ingredients. You can watch each and every batch being made in the front window of our stores.

- Chocolate Plain
- Peanut Butter
- Chocolate Nut
- Vanilla Plain
- Chocolate Marshmallow
- Vanilla Marshmallow
- Rocky Road
- Vanilla Coconut
- Chocolate Chip
- Pistachio
- Butter
- Chocolate Coconut
- Cookies-n-Cream
- Mint Chocolate



# EXHIBIT C

## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM VA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA 847-294



DEC 10 1996

Month Day Year

REGISTER OF COPYRIGHTS  
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## 1 TITLE OF THIS WORK ▼

FUDGE KITCHEN 1996  
BROCHURE (33631)(96019)

## PREVIOUS OR ALTERNATIVE TITLES ▼

## NATURE OF THIS WORK ▼ See instructions

Photographic  
Advertising Brochure

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

## 2 NAME OF AUTHOR ▼

2 Douglas Hunsberger, T/A Sea View Color

Was this contribution to the work a "work made for hire"?

 Yes NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ▶ USA

Domiciled in ▶

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

10/28/55

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

<input type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input checked="" type="checkbox"/> Photographs (8)	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work
<input type="checkbox"/> Design on sheetlike material		

## NAME OF AUTHOR ▼

## DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

 Yes NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ▶

Domiciled in ▶

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  NoPseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions

<input type="checkbox"/> 3-Dimensional sculpture	<input type="checkbox"/> Map	<input type="checkbox"/> Technical drawing
<input type="checkbox"/> 2-Dimensional artwork	<input type="checkbox"/> Photograph	<input type="checkbox"/> Text
<input type="checkbox"/> Reproduction of work of art	<input type="checkbox"/> Jewelry design	<input type="checkbox"/> Architectural work
<input type="checkbox"/> Design on sheetlike material		

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
1996

◀ Year in all cases.

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Complete this information ONLY if this work has been published.

Month ▶ July Day ▶ 24 Year ▶ 1996

USA

◀ Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Douglas Hunsberger  
115 West Fern Road  
Wildwood Crest, NJ 08260

APPLICATION RECEIVED 05.10.1996  
RECEIVED 05.10.1996DO NOT WRITE HERE  
DO NOT WRITE HERE  
TWO DEPOSITS RECEIVED

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE  
DO NOT WRITE HERE  
REMITTANCE NUMBER AND DATE

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
See detailed instructions.

Sign the form at line 8.

DO NOT WRITE HERE

EXAMINED BY

JLH

FORM VA

CHECKED BY

CORRESPONDENCE  
 Yes

FCR  
 COPYRIGHT  
 OFFICE  
 USE  
 ONLY

**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.****PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼  
 a.  This is the first published edition of a work previously registered in unpublished form.  
 b.  This is the first application submitted by this author as copyright claimant.  
 c.  This is a changed version of the work, as shown by space 6 on this application.

5

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

See instructions  
before completing  
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.  
 Name ▼ Account Number ▼

7

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Douglas Hunsberger  
 115 West Fern Road  
 Wildwood Crest, NJ 08260

Be sure to  
give your  
daytime phone  
number

Area Code &amp; Telephone Number ▶ (609) 522-6849

8

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

Check only one ▼

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made  
by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Douglas Hunsberger

date ▶ 11/27/96



Handwritten signature (X) ▼

**MAIL  
CERTIFI-  
CATE TO**Name ▼  
 Douglas Hunsberger

Number/Street/Apartment Number ▼

115 West Fern Road

City/State/ZIP ▼

Wildwood Crest, NJ 08260

**Certificate  
will be  
mailed in  
window  
envelope**

YOU MUST FILE CERTIFICATE TO MAIL  
 • Complete all necessary spaces  
 • Sign your application in space 8  
 • MAIL TO  
 IN THE SAME PLACE

1. Application form  
 2. Nonrefundable \$20 filing fee  
 in check or money order  
 payable to Register of Copyrights  
 3. Deposit material

MAIL TO  
 Register of Copyrights  
 Library of Congress  
 Washington, D.C. 20559

9

\*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

May 1991—150,000

\*U.S. GOVERNMENT PRINTING OFFICE: 1991-282-170/20,018

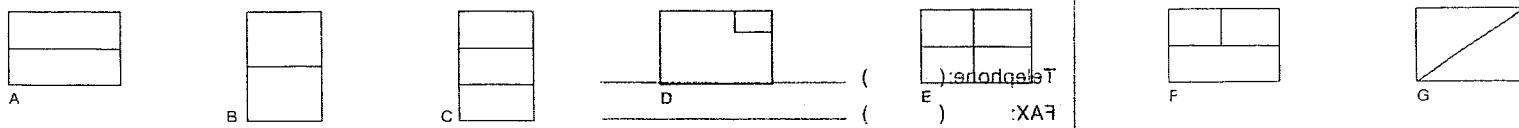
# EXHIBIT D





DYNACOLOR LOGO AND POST CARD INDICIA WILL BE PRINTED ON ALL POSTCARDS UNLESS OTHERWISE INDICATED.

THESE ARE THE MOST COMMON MULTIPLE PHOTOGRAPH LAYOUTS — INDICATE WITH APPROPRIATE LETTER AND KEY PHOTOGRAPHS IN POSITION DESIRED



## TERMS, CONDITIONS, AND AGREEMENTS

The signature of the purchaser or authorized agent for the company responsible for payment must appear in the area designated. customer's signature, such signature shall consent to the following terms, conditions, and agreements.

Dynacolor Graphics, Inc. will be known as the Seller and the customer will be known as the Purchaser.

Dynacolor Graphics, Inc. is not responsible for any agreement made by the Sales Organization which differs in any way from this order. It is expressly agreed that the Seller is not bound by any stipulation, representation, or agreement not embodied in this contract.

### 1. GENERAL CONDITIONS

Prices are F.O.B Miami, Florida, transportation charges to be paid by Purchaser. Merchandise covered by this order will be specially made and this order shall not be subject to cancellation once it has been accepted by Seller, except on terms that will compensate the Seller against loss. The estimated shipping date time is not the essence of this agreement. This order shall not be effective until acceptance thereof by Seller, Dynacolor Graphics, Inc., Miami, Florida. Acceptance by Seller may be either by notification to Purchaser or by commencing to produce work on the merchandise ordered.

The legal rate of interest may be charged on all past due accounts at Seller's option. In the event that the services of an attorney are required, with or without litigation, to recover on this contract, the Purchaser agrees to pay the Seller its reasonable attorney's fees, costs and court costs, including but not limited to attorney's fees and costs incurred on appeal in addition to payment of full amount due, plus accrued interest. **In the event of litigation in regard to collection or any other dispute that may arise out of or in connection with this agreement, the parties hereto expressly agree and consent to the jurisdiction of the courts of the State of Florida, and further stipulate that Dade County, Florida will be the proper venue for the legal action.** This contract shall be governed by and construed in accordance with the laws of the State of Florida. Any amount owing, will become due immediately in the event of bulk sale, mortgage, bankruptcy, attachment or execution made by or against Purchaser, or in the event of refusal of Purchaser to accept from the carrier the merchandise ordered hereunder.

Sales and/or use tax — Dynacolor Graphics, Inc. is responsible for the collection of tax in the states of California, Florida, Mississippi, New York, South Carolina and Virginia. Collection and remittance of tax, if any, in other areas is the responsibility of the Sales Organization.

### 2. PREPARATORY WORK AND ORIGINAL MATERIALS (Transparencies, Art Work, etc.)

Seller shall take reasonable care of transparencies, pictures, art work and other original copy left in his possession, but Seller shall not be responsible for same as to loss or damage while in Seller's custody. In recognition of the foregoing and as a material inducement to Seller to enter into this agreement, Purchaser represents to Seller that Purchaser or the Sales Organization has duplicates of transparencies, pictures, art work and other original copy, in their possession.

Art work, sketches, copy, dummies, type, separations, negatives, positives, lithographic plates, and all preparatory work created or furnished by the Seller shall remain their exclusive property, and no use of same shall be made nor may any ideas obtained therefrom be used, except by written permission of the Seller and upon compensation (if any) to be determined by the Seller.

### 3. REPRODUCTION RIGHTS AND INDEMNIFICATION

Purchaser warrants and represents to Seller that he is lawfully entitled to reproduce and copy the pictures ordered and has full authority to authorize Seller to reproduce and copy such pictures. The Purchaser shall indemnify and hold harmless the Seller from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the Seller on grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the Seller has contributed to the matter. The Purchaser agrees to, at the Purchaser's own expense, promptly defend and continue the defense of any such claim, demand action or proceeding that may be brought against the Seller, provided that the Seller shall promptly notify the Purchaser with respect thereto, and provided further that the Seller shall give to the Purchaser such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. Unless otherwise stated on this contract, the seller reserves the right to use reproductions for purposes of display and other advertising purposes.

### 4. PROOFS

If the Purchaser desires proofs to be submitted, he shall initial the space marked "check if proof requested" on the front of this form. Corrections, if any, are to be made on "master set" returned marked "O.K." or "O.K. With Corrections" and signed with name or initials of person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. Seller is not responsible for errors if work is performed as per Purchaser's "O.K." or if changes are communicated verbally. Seller shall not be responsible for errors if the Purchaser has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed Seller to proceed without submission of proofs. Proofs must be returned in a reasonable period of time or at Seller's sole discretion, order may be cancelled and Buyer will be responsible for all charges for work performed to date.

Because of the difference in equipment, paper, inks and other conditions between color proofing and production operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

### 5. ALTERATIONS

Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

### 6. QUALITY

Dynacolor Graphics, Inc. will use its best efforts to produce a high quality reproduction reasonably close to the transparency, but does not warrant an "exact color" match. Merchandise covered by this order will be subject to reasonable variation from standard in color, quality and finish, in accordance with the trade customs of the printing industry. Purchaser will clearly mark transparencies for viewing side and desired cropping. When not done, Dynacolor is authorized to use best judgment and will not be responsible for transparencies that have been reversed or the sleeve is not properly marked for front side before receipt by Dynacolor.

### 7. SHIPPING INSTRUCTIONS

Purchaser shall clearly specify the shipping instructions for this order, and the transportation means by which shipment is to be made. Lacking explicit shipping instructions, Seller may use his best judgment in selecting transportation means. In such event Seller shall not be responsible for non-delivery nor for variations in shipping charges from what Purchaser may consider proper.

### 8. DELIVERY

Delivery dates are approximate, subject to the normal variations customary in the industry, and to the delays due to fire, strikes, equipment breakdown, inability to obtain materials, and any other circumstances beyond Seller's control. Such delays shall not serve to invalidate this order, nor to subject Seller to damages. Where date of shipment is specified in the order and for any reason it is not possible to ship on or before the date specified, Seller will use his best efforts to ship as soon as possible thereafter and Purchaser agrees to accept the merchandise when so shipped. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Dynacolor's place of business. Title for finished work shall pass to the purchaser upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

Merchandise left in Seller's possession by Purchaser shall be held at Purchaser's sole risk and expense, and Seller shall not be responsible for loss or damage due to any cause.

### 9. OVERRUNS OR UNDERRUNS

As it is necessary to provide a reasonable allowance for spoilage in manufacturing merchandise ordered hereunder, it is ordinarily not possible to ship the exact quantity ordered. It is therefore agreed that Seller may ship up to 10% more or less than the quantity ordered which shall constitute acceptable delivery. Purchaser agrees to pay pro-rata for the actual quantity shipped.

### 10. CLAIMS

Claims for defects, damages or shortages must be made by the Purchaser in writing to Dynacolor Graphics, Inc., Miami, Florida within a period of fifteen (15) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Seller's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including, without limitation, profits (or profits lost). As security for payment of any sum due or to become due under terms of any Agreement, Seller shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.

Claims relating to shortages in shipment must be accompanied by a receiving report showing number, weight and contents of each package received. Purchaser's recourse for loss or damage in transit is solely against the carrier, but Dynacolor will gladly assist Purchaser in filing any such claims.

The final decision on any claim will be based on whether, in Dynacolor's opinion, (a) a "normal reproduction" loss has been made, and (b) the claimed defect affects the saleability or useability of the merchandise. In any event Dynacolor's responsibility shall be limited to correction on the product merchandise, the replacement of the merchandise, or at Dynacolor's option the allowance of credit therefore, in whole or part.

# EXHIBIT E



# 4 HOUR DEEP SEA FISHING

Pine  
Spruce  
Walnut  
Chestnut  
1st to 26th Aves.

2700 Juniper  
2800 Poplar  
2900 Magnolia  
3000 Glenwood  
3100 Maple  
3200 Pine  
3300 Wildwood  
3400 Oak  
3500 Cedar  
3600 Schellenger  
3700 Lincoln  
3800 Garfield  
3900 Spicer  
4000 Spencer  
4100 Young  
4200 Roberts  
4300 Baker  
4400 Montgomery  
4500 Davis  
4600 Burk  
4700 Andrew  
4800 Taylor

4900 Rio Grande

5000 Hand  
5100 Leaming  
5200 Bennett  
5300 Hildreth

5400 Cresse  
5500 Morning Glory  
5600 Buttercup  
5700 Lavender  
5800 Heather  
5900 Crocus  
6000 Aster  
6100 Cardinal  
6200 Sweet Briar ★  
6300 Wisteria  
6400 Columbine  
6500 Rosemary  
6600 Forget-Me-Not  
6700 Fern

6800 Palm  
6900 Lotus  
7000 Myrtle  
7100 Primrose  
7200 Rambler  
7300 Orchid  
7400 Stockton  
7500 Stanton  
7600 Farragut  
7700 Atlanta  
7800 Nashville  
7900 Louisville  
8000 Miami  
8100 Monterey

8200 St. Paul  
8300 Toledo  
8400 Denver  
8500 Syracuse  
8600 Preston  
8700 Hollywood  
8800 Topeka  
8900 Pittsburgh  
9000 Charleston  
9100 St. Louis  
9200 Trenton  
9300 Newark  
9400 Washington  
9500 Jefferson

CITY OF WILDWOOD  
ATLANTIC AVENUE

WILDWOOD CREST  
ATLANTIC AVENUE

Flounder • Weakfish • Sea Bass

“STARLIGHT”  
SAILS DAILY  
**8:00 & 1:00**  
AM & PM

“WHY NOT THE BEST”

**FREE** • INSTRUCTIONS • BAIT  
• PARKING & FISH BAGS

- ★ Enclosed Lounges
- ★ Large Sundeck
- Casual Attire & Swimsuits Welcome
- ★ Galley – Sodas & Beer
- ★ Latest Fish Finding & Safety Equipment
- ★ Separate Ladies Accommodations
- ★ Fast Twin Diesel ★ Rods Available
- ★ US Coast Guard Certified
- ★ Fish Cleaning Service



## STARLIGHT & TWILIGHT

BLAKE'S DOCK  
6200 PARK BLVD.

(Turn West toward the  
Bay at Sweet Briar Rd.)

WILDWOOD CREST, NJ

“TWILIGHT”  
6 Hour FISHING  
SAILS **10AM DAILY**

Information & Reservations

**(609) 729-7776**

NIGHT FISHING  
SAILS **7:00 PM**  
NIGHTLY  
**MONSTER BLUEFISH**  
“Fierce Fighting –Awesome”

Come See Us This Winter,  
Mile Marker 53, Marathon, FL Keys

Charters And Group Rates For  
Up to 149 Persons

# EXHIBIT F

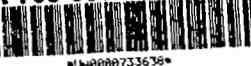
## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

UNITED STATES COPYRIGHT OFFICE

VA 733-638



EFFECTIVE DATE OF REGISTRATION

*Marybeth Peters*  
AUG 9 1995  
Month Day Year

REGISTER OF COPYRIGHTS  
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## 1 TITLE OF THIS WORK ▼

STARLIGHT FISHING  
1995 RACK CARD (94075) (P95814)

## NATURE OF THIS WORK ▼ See Instructions

Photographic  
Advertising Card

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼		Number ▼	Issue Date ▼	On Pages ▼
2 NAME OF AUTHOR ▼		DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼		
a Douglas Hunsberger, T/A SEA VIEW COLOR		10/28/55		
Was this contribution to the work a "work made for hire"?		WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK		
<input type="checkbox"/> Yes	AUTHOR'S NATIONALITY OR DOMICILE Name of Country		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If the answer to either of these questions is "Yes," see detailed instructions.
<input checked="" type="checkbox"/> No	OR	Citizen of ► USA Domiciled in ►	<input type="checkbox"/> Yes <input type="checkbox"/> No Pseudonymous?	
NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions		<input type="checkbox"/> 3-Dimensional sculpture <input type="checkbox"/> Map <input type="checkbox"/> Technical drawing <input type="checkbox"/> 2-Dimensional artwork <input checked="" type="checkbox"/> PhotographS (3) <input type="checkbox"/> Text <input type="checkbox"/> Reproduction of work of art <input type="checkbox"/> Jewelry design <input type="checkbox"/> Architectural work <input type="checkbox"/> Design on sheetlike material		

NAME OF AUTHOR ▼		DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼		
3 NAME OF AUTHOR ▼		DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼		
Was this contribution to the work a "work made for hire"?		WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK		
<input type="checkbox"/> Yes	AUTHOR'S NATIONALITY OR DOMICILE Name of Country		<input type="checkbox"/> Yes <input type="checkbox"/> No	If the answer to either of these questions is "Yes," see detailed instructions.
<input type="checkbox"/> No	OR	Citizen of ► Domiciled in ►	<input type="checkbox"/> Yes <input type="checkbox"/> No Pseudonymous?	
NATURE OF AUTHORSHIP Check appropriate box(es). See Instructions		<input type="checkbox"/> 3-Dimensional sculpture <input type="checkbox"/> Map <input type="checkbox"/> Technical drawing <input type="checkbox"/> 2-Dimensional artwork <input type="checkbox"/> Photograph <input type="checkbox"/> Text <input type="checkbox"/> Reproduction of work of art <input type="checkbox"/> Jewelry design <input type="checkbox"/> Architectural work <input type="checkbox"/> Design on sheetlike material		

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED		b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK		
1995		Complete this information. Month ► July Day ► 18 Year ► 1995		
4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼		C. Nation		
Douglas Hunsberger 115 West Fern Road Wildwood Crest, NJ 08260		b ONLY if this work has been published. DO NOT WRITE HERE OFFICE USE ONLY APPLICATION RECEIVED AUG 09 1995 ONE DEPOSIT RECEIVED AUG 09 1995 TWO DEPOSITS RECEIVED REMITTANCE NUMBER AND DATE		
TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼				

MORE ON BACK ▶

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
 • See detailed instructions.

DO NOT WRITE HERE

Page 1 of 2 pages

CHECKED BY *mj*

CORRESPONDENCE  
 Yes

FOR  
 COPYRIGHT  
 OFFICE  
 USE  
 ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author as copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a &amp; 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

See instructions  
 before completing  
 this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Douglas Hunsberger  
 115 West Fern Road  
 Wildwood Crest, NJ 08260

Area Code &amp; Telephone Number ▶ (609) 522-6849

Be sure to  
 give your  
 daytime phone  
 number

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▼

 author other copyright claimant owner of exclusive right(s) authorized agent of \_\_\_\_\_

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

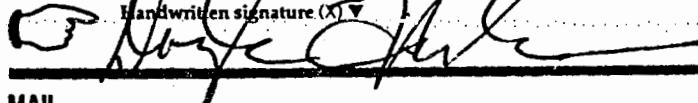
of the work identified in this application and that the statements made  
 by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▶ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Douglas Hunsberger

date ▶ 8/1/95

Handwritten signature (X) ▼


MAIL  
 CERTIFI-  
 CATE TO

Name ▼

Douglas Hunsberger

Number/Street/Apartment Number ▼

115 West Fern Road

City/State/ZIP ▼

Wildwood Crest, NJ 08260

Certificate  
 will be  
 mailed in  
 window  
 envelope

## YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS  
 IN THE SAME PACKAGE:

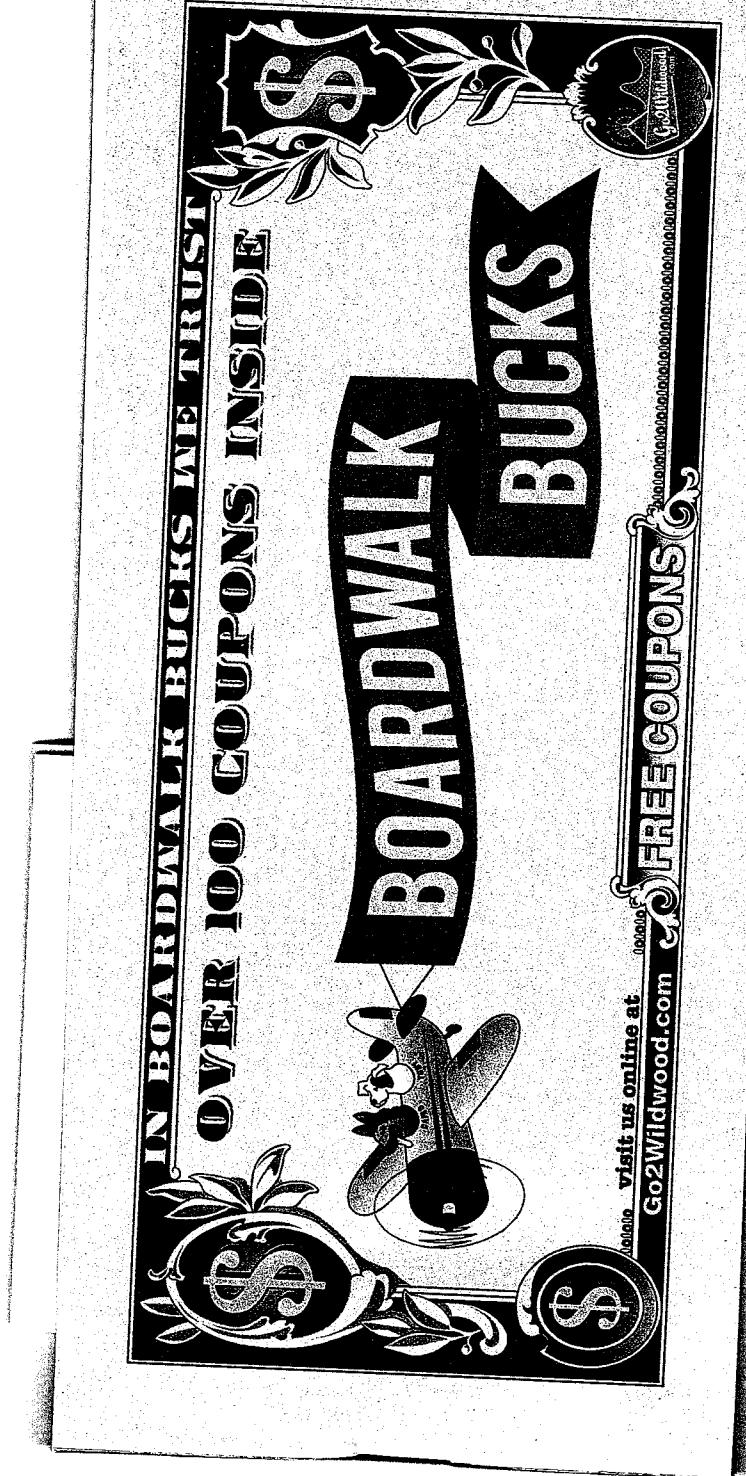
1. Application form
2. Nonrefundable \$20 filing fee  
 in check or money order  
 payable to Register of Copyrights
3. Deposit material

## MAIL TO:

Register of Copyrights  
 Library of Congress  
 Washington, D.C. 20559

9

# EXHIBIT G



shop.go2wildwood.com

BOARDWALK  
BUCKS

28



609-729-7776

CHARTER & GROUP RATES AVAILABLE



6200 Park Blvd. (at Sweet Briar Rd.) Wildwood Crest, NJ 08260

Advance purchase recommended. Trips often sell out in advance! Buy tickets online at [www.jjcboats.com](http://www.jjcboats.com) or Call [serve.com](http://serve.com) at 888-316-1014



**STARLIGHT**  
1/2 DAY FISHING

**DEEP SEA FISHING**

4 HOUR FISHING TRIPS DAILY  
8:00AM, 1:00PM, & 7:00PM

**FREE**   
**ROD & REEL RENTAL**

Mention Boardwalk Bucks for discount or use online Promo code: BWALKWW  
Coupon is good for your entire group. Not to be combined with any other offers.

*The Original*

# FUDGE KITCHEN

At Roberts Avenue  
On the Boardwalk  
**WILDWOOD, NJ**

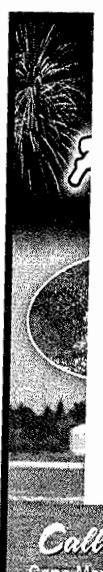
At 22nd Street  
On the Boardwalk  
**NORTH WILDWOOD, NJ**

Visit us at [Fudgekitchens.com](http://Fudgekitchens.com)  
Call us at 1-800-23-FUDGE



**10% OFF**

Not To Be Combined  
With Any Other Offer



Call 609  
Cape May Wharf